

LAND CONSERVATION CONTRACT

THIS LAND CONSERVATION CONTRACT is made and entered into this ____ day of _____, 20____, by and between the HARNISH FAMILY TRUST DATED AUGUST 19, 1994, hereinafter referred to as "Owner", and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH

WHEREAS, Owner possesses certain real property situated in the County of San Luis Obispo, State of California, hereinafter described as "the subject property", and more particularly described in Exhibit A attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto, and is located within an agricultural preserve heretofore established by the County; and

WHEREAS, both Owner and County desire to limit the use of the subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open-space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this contract is deemed to be a determination that the

highest and best use of the subject property during the term of this contract, or any renewal thereof, is for agricultural uses and Owner agrees that agricultural zoning is the appropriate zoning for said premises; and

WHEREAS, Owner has supplied County with a title company lot book guarantee or preliminary title report listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the subject property; and

WHEREAS, both Owner and County intend that the terms, conditions and restrictions of this contract are substantially similar to the terms, conditions, and restrictions of contracts authorized by the California Land Conservation Act of 1965 so as to be an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, it is the intent of County and Owner that the continued existence of this contract is made dependent upon the continued recognition of the restrictions on the use of Owner's land for property tax valuations.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Government Code Sections 51200 et seq.) and is subject to all of the provisions thereof, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full. This contract is further made and entered into pursuant to Revenue and Taxation Code Section 422, including any amendments thereto which may be enacted from time to time, which are incorporated by reference herein as though set forth in full.

2. During the term of this contract, the subject property shall not be used for any purpose other than "agricultural or compatible uses" as defined in this paragraph. "Agricultural or compatible uses" as used in this contract are described in the County's Rules of Procedure to Implement the California Land Conservation Act of 1965. Table 2 of the Rules of Procedure provides a list of all land uses which are defined in the Land Use Element for the Inland Portion and Coastal Zone of the County and denotes whether these uses are allowable, conditional per Table 2 footnotes, or prohibited. "Agricultural or compatible uses" are subject to all applicable standards in and requirements of the Land Use Element and the Land Use Ordinance/Coastal Zone Land Use Ordinance for the Agriculture land use category. If the subject property is not already in the Agriculture land use category, the County will initiate a general plan amendment to change the land use category to Agriculture within one year after the agricultural preserve is established.

The parties further recognize that the Land Use Element, Land Use Ordinance/Coastal Zone Land Use Ordinance, and Rules of Procedure to Implement the California Land Conservation Act of 1965 may be amended in accordance with State law and the County Code. The parties further recognize that the uses allowed pursuant to this contract may be expanded or restricted from time to time by reason of such amendments. The subject property is currently designated by the Land Use Element and Land Use Ordinance/Coastal Zone Land Use Ordinance as Agriculture.

3. This contract shall be effective as of the day and year first above written and shall remain in effect for the period of 10 years there from; provided, however, that beginning with the first day of January of the year in which the contract will have an unexpired term of nine years, and on each first day of January thereafter, a year shall

be added automatically to the initial term unless notice of nonrenewal is given as provided in Government Code Section 51245 and the County's Rules of Procedure to Implement the California Land Conservation Act of 1965, subject to the filing deadlines stated therein. Under no circumstances shall a notice of renewal be required of either party to effectuate the automatic renewal option of this paragraph.

4. This contract may not be canceled except pursuant to a request by Owner, and as provided in Article 5 of the California Land Conservation Act of 1965 as that Act may be amended from time to time. Provided, however, no such cancellation shall occur until notice and public hearing thereon is conducted in the manner provided by Government Code Sections 51284 and 51285, as those sections may be amended from time to time.

5. Owner, upon request of County, shall provide County with information relating to Owner's obligations under this contract.

6. Any conveyance, contract or authorization (whether oral or written) by Owner or his successors in interest which would permit use of the above-described premises contrary to the terms of the contract may be declared void by the County Board of Supervisors; such declaration or the provisions of this contract may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. These remedies are non-exclusive and County may take any other action legally available to enforce the terms of this contract.

7. The within contract shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

8. The minimum lot size for the purposes of this contract shall be 160 acres. Any act by Owner which results in creation of a parcel or parcels of land, within the above-described premises, smaller than the minimum lot size prescribed in this paragraph for said premises shall constitute a violation of this contract and shall be subject to all the provisions of paragraph 6 hereof.

9. Any transfer by Owner of any portion of the property which is the subject of this contract shall be a violation of this contract, if the portion transferred is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above. Such a violation shall be subject to all of the provisions of paragraph 6 hereof. Provided, however, if the subject property is smaller in size than the minimum lot size prescribed in the provisions of paragraph 8 above, the subject property may be transferred in its entirety. Provided further, however, if the subject property is located in whole or in part within one mile of an urban reserve line or adjacent to a village reserve line as designated by the Land Use Element, an existing parcel or a group of contiguous existing parcels may be transferred if the property transferred and the property retained each satisfies the minimum acreage required to qualify according to Table 1 of the Rules of Procedure.

10. The trust deed beneficiaries and mortgagees, if any, listed on the lot book guarantee or preliminary title report referred to above, and whose signatures are affixed hereto, do hereby assent to this contract, and, further, do hereby subordinate their respective interests to the contractual restrictions imposed by this contract, specifically to the agricultural and compatible uses and minimum lot sizes imposed on the subject property by reason of this contract.

11. This contract may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

COUNTY OF SAN LUIS OBISPO

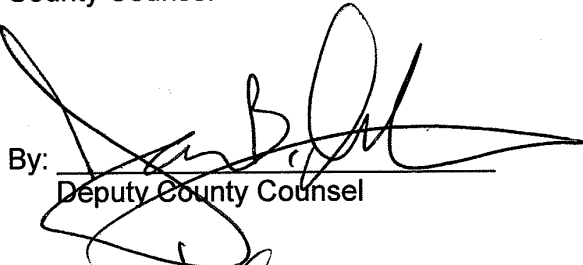
By: _____
Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: July 15, 2013

OWNER

Keith M. Harnish

KEITH M. HARNISH, TRUSTEE OF THE
HARNISH FAMILY TRUST DATED
AUGUST 19, 1994

Anthia Newport Harnish

ANTHA NEWPORT HARNISH, TRUSTEE OF
THE HARNISH FAMILY TRUST DATED
AUGUST 19, 1994

*See attached
Cathy Hark
8-29-13.*

[NOTE: This contract will be recorded. All signatures to this contract must be acknowledged by a notary on an all purpose acknowledgement form.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SAN LUIS OBISPOOn MAY 29, 2013 before me, CAROL A. BURBANK, NOTARY PUBLIC
Date Here Insert Name and Title of the Officerpersonally appeared KEITH M. HARNISH & ANITA NEWPORT HARNISH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Carol A. Burbank, Notary Public
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Individual☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On _____, before me, _____, Deputy
County Clerk-Recorder, County of San Luis Obispo, State of California, personally
appeared _____, who proved to
me on the basis of satisfactory evidence to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JULIE L. RODEWALD, County Clerk-
Recorder and Ex-Officio Clerk of the
Board of Supervisors

By: _____
Deputy County Clerk-Recorder

[SEAL]

Harnish_AGP2009-00026_CTR.wpd

Exhibit "A"
Legal Description

PARCEL 1:

The east half of the northwest quarter of the northeast quarter and the northeast quarter of the northeast quarter of Section 32 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

PARCEL 2:

The east half of the southwest quarter of the southeast quarter, the southeast quarter of the southeast quarter, the northwest quarter of the southeast quarter and the north half of the northeast quarter of the southeast quarter of Section 32 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

PARCEL 3:

Lots 1 and 2 of Parcel Map COAL 85-268, recorded April 28, 1986 in Book 39 of Parcel Maps, at Page 30 in the office of the County Recorder in the County of San Luis Obispo, State of California, together with the south half of the southwest quarter, the south half of the northeast quarter, the west half of the northwest quarter of the northeast quarter and the northeast quarter of the southwest quarter of Section 32 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

Except therefrom those portions lying westerly & northerly of the following described line:

Beginning at the southwest corner of Section 32, in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, said corner being marked by a 1" iron pipe with plastic cap "LS 5751" as shown on the Record of Survey Map recorded in Book 79 of Licensed Surveys, at Page 77, records of the County of San Luis Obispo, State of California;

Thence North 2°15'22" East along the westerly line of said Section 32, a distance of 666.19 feet;

Thence continuing North 2°15'22" East along said westerly line of Section 32, a distance of 333.10 feet to the southeast corner of Lot 1 of Parcel Map COAL 85-268 recorded April 28, 1986, in Book 39 of Parcel Maps, at Page 30 in the office of the County Recorder of said County, being marked by a 1" iron pipe with plastic cap "LS 5751" as shown on said Record of Survey;

Thence North 4°03'10" East, a distance of 346.03 feet to a 1.5" iron pipe with wood plug as shown on the Record of Survey Map recorded in Book 60 of Licensed Surveys, at Page 59, records of said County;

Thence South 88°36'14" East, a distance of 1305.60 feet to a point on the westerly line of the 20' strip of land described in the Certificate of Compliance recorded as Document No. 2009-036596, records of said County being marked by a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence South 2°00'06" West along said westerly line of said 20' strip, a distance of 16.10 feet to a point on the north line of the southwest quarter of the southwest quarter of said Section 32 being marked by a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence South 88°27'06" East along said northerly line of the southwest quarter of the southwest quarter of Section 32, a distance of 20.00 feet to the northeast corner of said southwest quarter of the southwest quarter of Section 32 being marked by a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence North 2°00'06" East along the easterly line of the northwest quarter of the southwest quarter of said Section 32, a distance of 16.15 feet to a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence leaving said easterly line South 88°36'14" East, a distance of 14.55 feet to a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence North 1°22'06" East, a distance of 1315.60 feet to the southeast corner of the west half of the northwest quarter of said Section 32, from which a ½" rebar with plastic cap "LS 5145" as shown on the Record of Survey Map recorded in Book 69 of Licensed Surveys, at Page 42, records of said County bears South 60°59'58" East, a distance of 0.16 feet;

Thence North 1°47'03" East along the easterly line of said west half of the northwest quarter of Section 32, a distance of 1322.22 feet to the northeast corner of the southwest quarter of the northwest quarter of Section 32 marked by a ½" rebar with plastic cap "LS 5145" as shown on the Record of Survey Map recorded in Book 69 of Licensed Surveys, at Page 42, records of said County;

Thence continuing northerly along the easterly line of said west half of the northwest quarter of Section 32, to a point on the northerly line of said Section 32, said point being the **Point of Terminus**;

Bearings and distances used herein are based upon the NAD '83, Zone 5 California Coordinate System. Multiply distances called by 1.0000051 to obtain ground level distances.

ALSO Except therefrom the south half of the northeast quarter, the west half of the northwest quarter of the northeast quarter and the northeast quarter of the southwest quarter of Section 32 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

ALSO Except therefrom the Easterly 20 feet of the South Half of the Northwest quarter of the Southwest quarter of said Section 32 as described in the Certificate of Compliance recorded as Document No. 2009-036596, records of said County.

Contains 82.3 ACRES, more or less

PARCEL 4:

The south half of the northeast quarter, the west half of the northwest quarter of the northeast quarter and the northeast quarter of the southwest quarter of Section 32 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California.

Except therefrom those portions lying westerly & northerly of the following described line:

Beginning at the southwest corner of Section 32, in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, said corner being marked by a 1" iron pipe with plastic cap "LS 5751" as shown on the Record of Survey Map recorded in Book 79 of Licensed Surveys, at Page 77, records of the County of San Luis Obispo, State of California;

Thence North 2°15'22" East along the westerly line of said Section 32, a distance of 666.19 feet;

Thence continuing North 2°15'22" East along said westerly line of Section 32, a distance of 333.10 feet to the southeast corner of Lot 1 of Parcel Map COAL 85-268 recorded April 28, 1986, in Book 39 of Parcel Maps, at Page 30 in the office of the County Recorder of said County, being marked by a 1" iron pipe with plastic cap "LS 5751" as shown on said Record of Survey;

Thence North 4°03'10" East, a distance of 346.03 feet to a 1.5" iron pipe with wood plug as shown on the Record of Survey Map recorded in Book 60 of Licensed Surveys, at Page 59, records of said County;

Thence South 88°36'14" East, a distance of 1305.60 feet to a point on the westerly line of the 20' strip of land described in the Certificate of Compliance recorded as Document No. 2009-036596, records of said County being marked by a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence South 2°00'06" West along said westerly line of said 20' strip, a distance of 16.10 feet to a point on the north line of the southwest quarter of the southwest quarter of said Section 32 being marked by a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence South 88°27'06" East along said northerly line of the southwest quarter of the southwest quarter of Section 32, a distance of 20.00 feet to the northeast corner of said southwest quarter of the southwest quarter of Section 32 being marked by a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence North 2°00'06" East along the easterly line of the northwest quarter of the southwest quarter of said Section 32, a distance of 16.15 feet to a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence leaving said easterly line South 88°36'14" East, a distance of 14.55 feet to a 1" iron pipe with aluminum cap "PCSD-DILGER LS 7571";

Thence North 1°22'06" East, a distance of 1315.60 feet to the southeast corner of the west half of the northwest quarter of said Section 32, from which a ½" rebar with plastic cap "LS 5145" as shown on the Record of Survey Map recorded in Book 69 of Licensed Surveys, at Page 42, records of said County bears South 60°59'58" East, a distance of 0.16 feet;

Thence North 1°47'03" East along the easterly line of said west half of the northwest quarter of Section 32, a distance of 1322.22 feet to the northeast corner of the southwest quarter of the northwest quarter of Section 32 marked by a ½" rebar with plastic cap "LS 5145" as shown on the Record of Survey Map recorded in Book 69 of Licensed Surveys, at Page 42, records of said County;

Thence continuing northerly along the easterly line of said west half of the northwest quarter of Section 32, to a point on the northerly line of said Section 32, said point being the **Point of Terminus**;

Bearings and distances used herein are based upon the NAD '83, Zone 5 California Coordinate System. Multiply distances called by 1.0000051 to obtain ground level distances.

ALSO Except therefrom the Easterly 20 feet of the South Half of the Northwest quarter of the Southwest quarter of said Section 32 as described in the Certificate of Compliance recorded as Document No. 2009-036596, records of said County.

PARCEL 5:

The west 20 (twenty) acres of the southwest quarter of the southeast quarter of Section 32 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Except therefrom a 20 (twenty) foot strip of land along the north line of said parcel to be used for roads as reserved by W. B. Bayless, a single man, in the deed recorded January 20, 1928 in Book 42, at Page 496 of Official Records of said County.

PARCEL 6:

The south half of the northeast quarter of the southeast quarter of Section 32 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Except therefrom a strip of land 20 (twenty) feet wide along the south line of said parcel to be used for road purposes as reserved by W. B. Bayless, a single man, in the deed recorded July 10, 1923 in Book 161, at Page 466 of Deeds, records of said County.

PARCEL 7:

That portion of the west half of the southwest quarter of Section 28 and the east 20 (twenty) feet of the southeast quarter of Section 29 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof, described as follows:

Beginning at the section corner of Sections 28, 29, 32 and 33, said Township & Range;

Thence West, 20 feet;

Thence North, 2690 feet;

Thence East, 60 feet;

Thence South, 2690 feet;

Thence West, 40 feet to the **Point of Beginning**, said described property constitutes a strip of land 60 feet wide and 2690 feet long, running in a north-south direction from State Highway 41 to the northeast corner of the northeast quarter of Section 32, Township 26 South, Range 13 East, Mount Diablo Base and Meridian.

(The above described Parcel 7 is the same parcel of land described as Parcel 4 in Exhibit "A" of the Land Conservation Contract document recorded February 14, 1972 in Book 1653 of Official Records, at Page 388, records of said County and from which this description for Parcel 7 was taken.)

PARCEL 8:

That portion of the northwest quarter of the northwest quarter of Section 33 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof, described as follows:

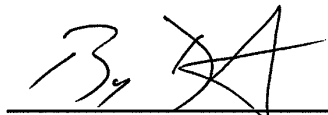
Beginning at the northwest corner of the northwest quarter of Section 33 in Township 26 South, Range 13 East, Mount Diablo Base and Meridian;

Thence 80 feet in an easterly direction;

Thence in a southwesterly direction 114 feet to a point intersecting the east boundary of the northeast quarter of Section 32, Township 26 South, Range 13 East, Mount Diablo Base and Meridian;

Thence in a northerly direction approximately 80 feet, along the east boundary line of the northeast quarter of Section 32, Township 26 South, Range 13 East to the **Point of Beginning**.

(The above described Parcel 8 is the same parcel of land described as Parcel 5 in Exhibit "A" of the Land Conservation Contract document recorded February 14, 1972 in Book 1653 of Official Records, at Page 388, records of said County and from which this description for Parcel 8 was taken.)



Bryce Dilger #L-7571 (Exp. 12/31/13)

5/30/13

Date



Prepared By:

Pacific Coast Survey & Design Group, Inc.
935 Riverside Avenue #10 • Paso Robles, CA 93446
(805) 238-9881 • Fax (805) 238-9882 • www.pcsdg.com

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Last Revised 4/22/13

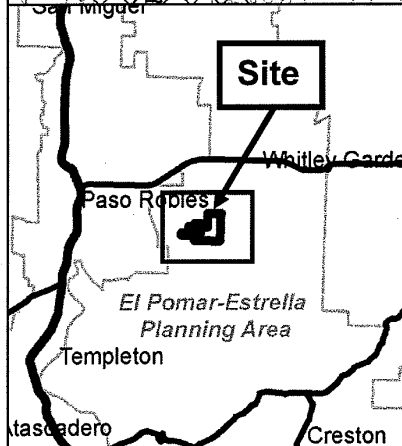
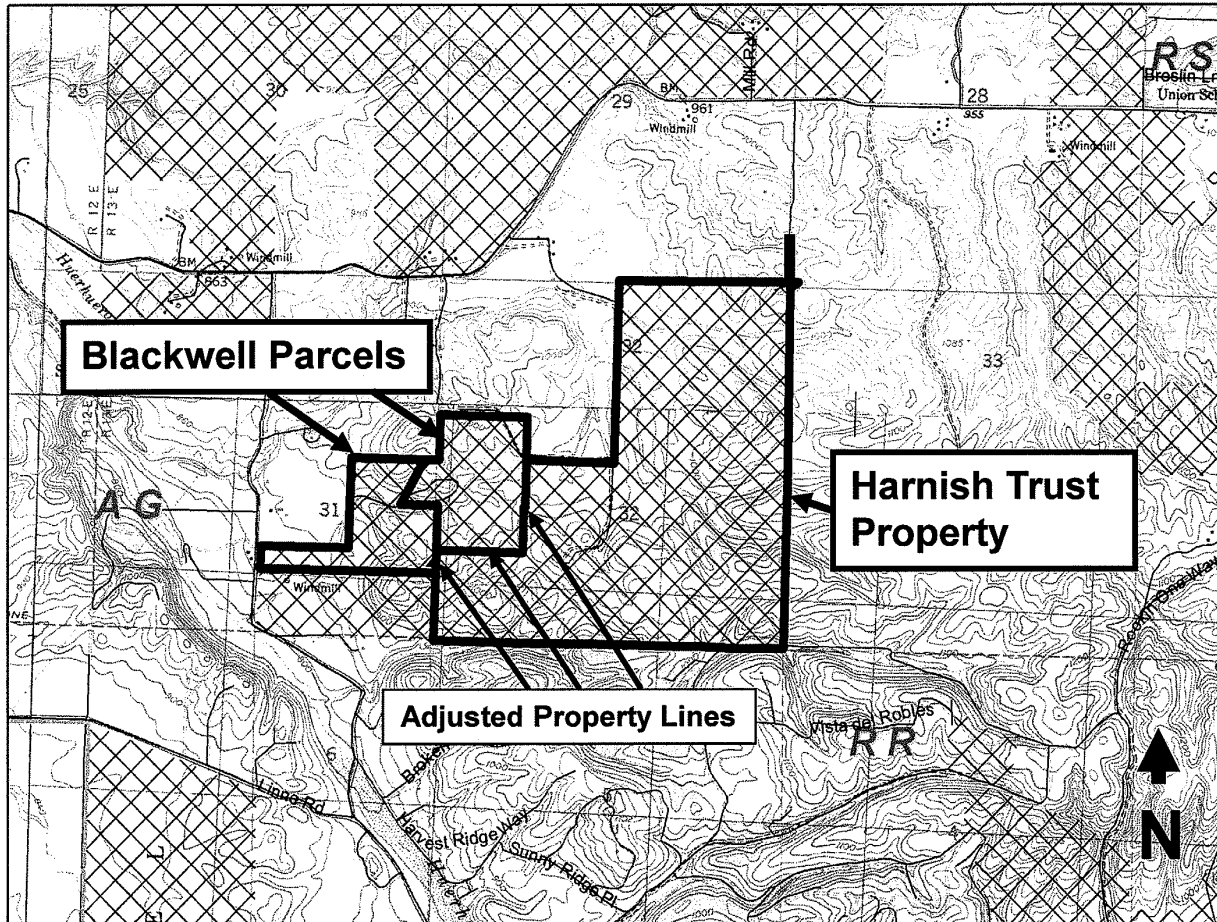


EXHIBIT A: El Pomar Agricultural Preserve No. 1, Amendment No. 20

Contract to be rescinded: Resolution 72-110
Recorded on 2/14/72 as Doc. No. 4635 in
Book 1653, Pages 388 through 403 inclusive

☐ Harnish Trust Property APN: 015-053-025

☒ Land in Preserve & Contract

EXHIBIT A: Alter the boundaries of an agricultural preserve, rescind an existing contract, simultaneously enter into a new contract

File No. AGP2009-00026 – Harnish Trust
Minimum Parcel Size: 160 Acres
Minimum Term of Contract 10 years
Resolution No: _____ Date: _____